

DEVELOPERS COMPLETION AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC AND BORDER AND JACARANDA HOLDINGS, LLC, herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", and all persons supplying the Developer or his contractors or subcontractors any labor, services, material or supplies used directly or indirectly in the prosecution of the work herein, in the full and just sum of THREE MILLION NINE HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED TWENTY SEVEN AND 87/100 Dollars (\$3,958,527.87), lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer, to secure this obligation, has deposited with the City, XL SPECIALTY INSURANCE COMPANY BOND NO. US00088450SU19A, which shall be held by the City until this obligation is satisfied.

WHEREAS, the Developer has applied to the City for approval of a plan for a project to be known as Cielo Phase 1/Laurel and Jacaranda, Venice, FL and has agreed as conditions to the approval of the City, to install certain improvements as shown on Exhibit "A" Legal Description and the plans by (Engineer) Stantec - Project Manager: Melanie Delehanty Smith, P.E. and Project Engineer: Travis Fledderman, P.E. dated 1/30/2019, and to execute the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer completes those improvements as shown on Exhibit "A", in accordance with applicable City specifications on or before October 14, 2020, and shall promptly make payment of all persons supplying the Developer or his contractors or subcontractors any labor, services, material or supplies used directly or indirectly in the prosecution of work herein, this obligation shall be void, otherwise remaining in full force and effect.

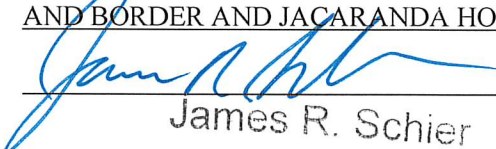
In the event the Developer fails to perform any of its obligations herein, the City, upon fifteen (15) days written notice to the Developer may declare the Developer in default and the City shall have, in addition to all other rights, the immediate right to **complete** or cause to be completed, the obligation secured hereby and pay all costs, both direct and incidental, from the proceeds of this bond.

The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 14th day of October, 2019.


DEVELOPER:

NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC
AND BORDER AND JACARANDA HOLDINGS, LLC


James R. Schier

SURETY:

XL SPECIALTY INSURANCE COMPANY


Wayne G. McVaugh, Attorney-in-Fact - NRL #P067543

ATTEST:


Secretary

ATTEST:


Kaitlyn Malkowski

SUBDIVISION COMPLETION BOND

Bond No. US00088450SU19A

Principal Amount: \$3,958,527.87

KNOW ALL MEN BY THESE PRESENTS, that we NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC AND BORDER AND JACARANDA HOLDINGS, LLC, 5800 Lakewood Ranch Blvd., Sarasota, FL 34240, as Principal, and XL SPECIALTY INSURANCE COMPANY, Seaview House, 70 Seaview Avenue, Stamford, CT 06902-6040, a Delaware Corporation, as Surety, are held and firmly bound unto City of Venice, 401 West Venice Ave., Venice, FL 34285, as Obligee, in the penal sum of THREE MILLION NINE HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED TWENTY SEVEN AND 87/100 Dollars (\$3,958,527.87), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC AND BORDER AND JACARANDA HOLDINGS, LLC has agreed to construct in Laurel and Jacaranda, Venice, FL the following improvements:

Site Improvements per the Engineer's Estimate for Subdivision Completion Bond at 115% of the \$3,442,198.15 cost of such improvements, for Cielo Phase 1/Laurel and Jacaranda, Venice, FL, consisting of Earthwork, Drainage, Roadway & Pavement, Potable Water, Wastewater, Paving and Landscaping.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 14th day of October, 2019.

NEAL COMMUNITIES OF SOUTHWEST
FLORIDA, LLC AND BORDER AND
JACARANDA HOLDINGS, LLC

Principal



By: James R. Schler
*V P of Neal Communities
Manager of Border and Jacaranda*

XL SPECIALTY INSURANCE COMPANY

Surety



By: Wayne G. McVaugh, Attorney-in-Fact
NRL #P067543



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1606253

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance company with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Elizabeth Marrero, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Kimberly G. Sherrod, Joanne C. Wagner, Cathy Ho, Vicki Johnston, George Gionis, Kaitlyn Malkowski, Jaquanda Martin, Lori S. Shelton

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this August 27th, 2019.



STATE OF PENNSYLVANIA
COUNTY OF CHESTER

XL SPECIALTY INSURANCE COMPANY

by:

Gregory Boal

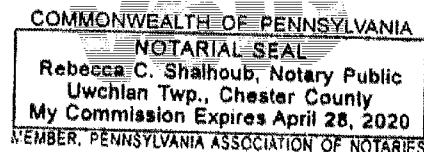
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 27th day of August, 2019, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 14th day of October 2019.



Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 27th day of August, 2019.



XL REINSURANCE AMERICA INC.

by:

Gregory Boal

Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 27th day of August, 2019, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

Rebecca C. Shalhoub, Notary Public
Uwchlan Twp., Chester County
My Commission Expires April 26, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this _____ day of _____



Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

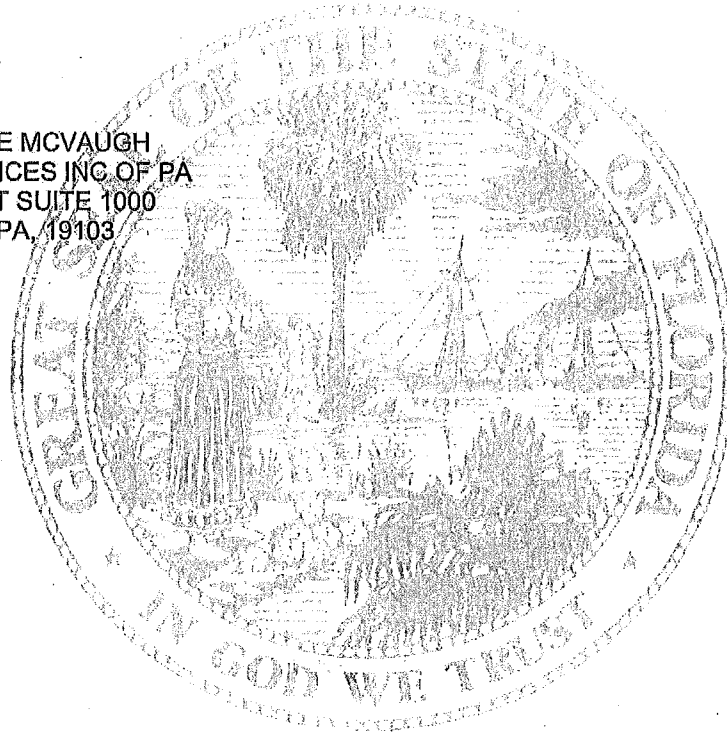
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SB0042

P067543

WAYNE GEORGE MCVAUGH
AON RISK SERVICES INC OF PA
1650 MARKET ST SUITE 1000
PHILADELPHIA, PA 19103



Attached is your FL Department of Financial Services license. Please remember to sign the back of your card. If you have any questions please contact the FL Department of Financial Services at (850) 413-3137.

NON-RESIDENT
LICENSE

TOM GALLAGHER
Chief Financial Officer
State of Florida
WAYNE GEORGE MCVAUGH
License Number: P067543
IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE
General Lines (Prop & Cas) 10/18/2006

"NOTICE" - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which the licensee is licensed in your home state. Please be governed accordingly.
This licensee must have an active appointment with the state of Florida for which products or services are being marketed.

EXHIBIT A

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE S.00°19'42"W., ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 12.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAUREL ROAD, AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NO. 2019041853 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THE **POINT OF BEGINNING**;

THENCE S.89°10'25"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALSO LYING 12.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 2,067.46 FEET TO THE WEST RIGHT-OF-WAY LINE OF JACARANDA BOULEVARD, AS DESCRIBED IN ROAD PLAT BOOK 4, PAGE 83 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING SEVENTEEN (17) COURSES: (1) THENCE S.44°35'12"E., A DISTANCE OF 18.47 FEET; (2) THENCE S.00°00'06"W., A DISTANCE OF 875.84 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 936.00 FEET AND A CENTRAL ANGLE OF 33°48'36"; (3) THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 552.33 FEET; (4) THENCE S.33°48'42"W., A DISTANCE OF 166.78 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 941.00 FEET AND A CENTRAL ANGLE OF 34°59'58"; (5) THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 574.82 FEET; (6) THENCE S.01°11'16"E., A DISTANCE OF 52.24 FEET; (7) THENCE S.88°48'44"W., A DISTANCE OF 119.62 FEET; (8) THENCE S.37°10'04"W., A DISTANCE OF 242.13 FEET; (9) THENCE S.36°47'28"E., A DISTANCE OF 104.70 FEET; (10) THENCE S.56°10'05"W., A DISTANCE OF 36.93 FEET; (11) THENCE S.13°48'55"E., A DISTANCE OF 13.67 FEET; (12) THENCE S.54°15'01"E., A DISTANCE OF 7.64 FEET; (13) THENCE N.56°10'05"E., A DISTANCE OF 39.98 FEET; (14) THENCE S.36°47'28"E., A DISTANCE OF 29.75 FEET; (15) THENCE S.11°47'25"E., A DISTANCE OF 108.67 FEET; (16) THENCE S.72°32'20"E., A DISTANCE OF 123.31 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.72°32'10"W., A RADIAL DISTANCE OF 821.00 FEET; (17) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°44'13", A DISTANCE OF 239.83 FEET TO THE NORTHERLY LINE OF ARIA, AS RECORDED IN PLAT BOOK 52, PAGES 428 - 438, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.40°32'26"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 2277.04 FEET; THENCE N.89°30'49"W., CONTINUING ALONG SAID NORTHERLY LINE OF ARIA, A DISTANCE OF 59.93 FEET TO THE WEST LINE OF SAID SECTION 35; THENCE N.00°19'42"E., ALONG SAID WEST LINE, A DISTANCE OF 1120.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,877,716.72 SQUARE FEET OR 89.0201 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD, IF ANY



Cielo

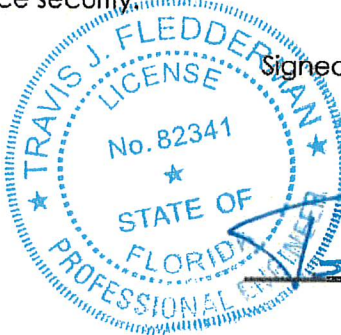
**Engineer's Opinion of Probable Cost
for Performance Bond for Private Improvements**

Site Development Summary Cost Breakdown	
Earthwork	\$664,590.00
Drainage	\$979,677.10
Roadway & Pavement	\$513,483.50
Potable Water	\$218,732.55
Sanitary Sewer	\$497,165.00
General (H&J)	\$37,500.00
General (Wilson)	\$32,000.00
Minimum Landscape and Irrigation (Mike Armstrong Quote)	\$440,470.00
Minimum Landscape and Irrigation (Dieter Quote)	\$58,580.00
Total	\$3,442,198.15
Total * 115%	\$3,958,527.87

Certificate of Cost Estimate

I, Travis J. Fledderman, P.E., do hereby estimate that the cost of the improvements itemized above is Three Million Four Hundred Forty Two Thousand One Hundred Ninety Eight Dollars and Fifteen Cents (\$3,442,198.15).

Furthermore, as required by The City of Venice, 115% of that estimate specifically, Three Million Nine Hundred Fifty Eight Thousand Five Hundred Twenty Seven Dollars and Eighty Seven Cents (\$3,958,527.87) , is the required amount of the performance security.



Signed and sealed this 8th day of October, 2019

Travis J. Fledderman, P.E.
Florida Licensed Engineer No. 82341

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Neal Communities	Contact:	Jacob DeLoach
Address:	5800 Lakewood Ranch Blvd. N. Sarasota, FL 34240	Phone:	(941) 356-8567
		Fax:	(941) 328-1096
Project Name:	Cielo Phase 1 Revised	Bid Number:	198-18
Project Location:	Laurel And Jacaranda, Venice, FL	Bid Date:	11/2/2018

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1- Phase 1-Earthwork						
	10	Excavation	42,600.00	CY	\$3.00	\$127,800.00
	11	Embankment Import From Swing Lake 4	25,600.00	CY	\$7.50	\$192,000.00
	14	Finish Grading	1.00	LS	\$156,700.00	\$156,700.00
	16	Sodding - ROW Areas	9,800.00	SY	\$2.25	\$22,050.00
	18	Sodding - Lake Banks	2,900.00	SY	\$2.25	\$6,525.00
	20	Seeding And Mulching	89,600.00	SY	\$0.25	\$22,400.00
	22	Inlet Protection	89.00	EACH	\$100.00	\$8,900.00
	24	Silt Fence	6,700.00	LF	\$2.45	\$16,415.00
	1000	PHASE 1 -Clear/Grub/Mulch/Disk	26.00	ACRE	\$4,300.00	\$111,800.00
Total Price for above 1- Phase 1-Earthwork Items:						\$664,590.00
2- Phase 1-Paving						
	28	1" S-3 Structural Lift	10,710.00	SY	\$6.25	\$66,937.50
	34	12" Shell Marl Blended Stabilized Subgrade	13,550.00	SY	\$7.15	\$96,882.50
	35	PHASE 1 - 7" Crushed Concrete Aggregate Base	10,710.00	SY	\$17.25	\$184,747.50
	36	2' Valley Gutter	4,500.00	LF	\$10.20	\$45,900.00
	38	Modified F Curb	350.00	LF	\$13.90	\$4,865.00
	40	F Curb	3,800.00	LF	\$11.70	\$44,460.00
	42	5' Concrete Sidewalk	2,050.00	SY	\$29.00	\$59,450.00
	44	Handicap Curb Ramps	9.00	EACH	\$255.00	\$2,295.00
	46	Tactile Surface	9.00	EACH	\$300.00	\$2,700.00
	52	LS Driveway	1.00	LS	\$915.00	\$915.00
	54	Construction Entrance	1.00	EACH	\$2,675.00	\$2,675.00
	200	MOT	1.00	LS	\$1,656.00	\$1,656.00
Total Price for above 2- Phase 1-Paving Items:						\$513,483.50
3- Phase 1-General						
	62	Mobilization	1.00	LS	\$37,500.00	\$37,500.00
Total Price for above 3- Phase 1-General Items:						\$37,500.00

Total Bid Price: \$1,215,573.50

Notes:

- This proposal is based on plans and specifications prepared by Stantec entitled Cielo dated 2017-08, with a print date of 9/21/2018, and subject to the following provisions.
- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Should customer require any additional work, not specifically covered by this proposal, such additional work shall be performed at the direction of customer's representation on an equipment rental, time and material basis, in accordance with H & J Contracting's published equipment rates.
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Survey layout and as-built drawings are not included. This scope assumed to be provided by owner.
- Final quantities to be determined by field measurements.
- Not responsible for power steering marks, oil/ gas spills or any damage done by others.
- Grass and weeds may grow through asphalt. It is the owners responsibility to care for this.

- Proposal assumes the subsurface geotechnical conditions per report prepared by FES Group, Inc. entitled Report of Geotechnical Exploration For Proposed Residential Development Laurel Lakes, dated 8/23/2005.
- Price does not include removal of any non-organic material. Anything not considered a part of normal clearing shall be done on a time and material basis.
- Pricing for off-site turnlane on Laurel Road assumes no overbuild, milling, or overlay on existing roadway.
- Not included in this proposal is any tree relocation, soil sterilant, tree trimming, landscaping, final grassing or sodding, or tree protection.
- Any trees requested by Customer to remain after initial clearing operation will become the responsibility of Customer to protect, trim and relocate or remove (if required).
- Clearing and grubbing is not included in base bid. Pricing provided as an alternate if required.
- Contractor not responsible for existing utilities not shown on plans.
- Cleaning or repairing of existing drainage system to be tied into with new construction is not included.
- Protecting, supporting or relocating any utility poles is not included.
- Unless otherwise indicated, in writing, this quotation expires thirty days from the date of quote. At the sole option of H & J Contracting, this quotation may be extended for additional period of time.
- It is expressly agreed that there are no promises, agreements, or understandings not set out in this contract. Any subsequent cancellations, or modifications, must be mutually agreed upon in writing.
- Changes in labor classification, or assignment of work by anyone other than H & J, will establish a basis for renegotiation of prices set forth in this contract. At the sole option of H & J, this contract may be cancelled in the event that said changes occur.
- Unless otherwise agreed, any additional expense, not covered by this quotation, which are incurred by H & J as a result of: utility conflicts, adverse weather, interruptions in work, or delays or damages caused by other contractors will be borne by the customer.
- This contract shall govern in all cases of dispute unless other project documents are received and accepted in writing by H & J.
- Unless otherwise agreed herein, payment terms are net cash upon receipt of H & J's invoice. All monies not paid when due shall bear interest at the maximum rate allowed by law. Progress payments will be made on a monthly basis.
- If an agent and/or attorney is employed by H & J for collection of any delinquent payment(s), the customer agrees to pay, in addition to the service charge, all fees for the services of such agent and/or attorney (including but not limited to all fees and legal costs).
- This quotation and agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws. Venue of all proceedings shall be in Palm Beach County, or Broward County, Florida.
- H & J will not be responsible for any pre-existing environmental or hazardous conditions existing on site.
- Failure to make timely payment is a material breach of this agreement. If H & J does not receive payment of any billing in excess of \$1,000 within 30 days of when due, it may cease and suspend performing further work under the agreement.
- No back charges or claims of the customer shall be considered by H & J, unless presented in writing within twenty-four (24) hours after discovery. Customer must allow H & J a reasonable opportunity to cure/respond to any defect.
- If the customer fails to make payment(s) to H & J as herein provided, or breaches any of the conditions set forth herein, then H & J may stop work without prejudice to any other remedy it may have.
- This proposal is prepared based on utilizing standard heavy construction equipment and practices for excavations, infill, and compaction operations. If seismographic vibrations that may cause damage to adjacent structures are a concern, to the client, a geo-sonic monitoring company shall be employed by said client to monitor vibration activity on the project.
If at any time it is determined that the vibration levels exceed an acceptable rate as determined by the monitoring firm, the construction activities will have to be re-evaluated, and alternate means and methods put into place. These means and methods may add to costs and may be cause for a change order request.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting, Inc.

Authorized Signature: _____

Estimator: Howell V. Long III



Bid Form
Neal Communities of Southwest Florida LLC
Viceroy

Drainage

Item	Description	Unit	Quantity (est.)	Unit Price	Sub-Total	Total
Phase 1						
1)	8" PVC Yard Drainage	LF	66	\$18.69		\$1,407.34
2)	12" PVC Yard Drainage	LF	3,400	\$22.88		\$82,588.00
2)	16" PVC Yard Drainage	LF		\$27.94		\$0.00
3)	24" PVC Yard Drainage	LF		\$47.50		\$0.00
5)	Storm Pipe	LF				\$0.00
5)	16" RCP	LF	272	\$33.50		\$9,112.00
6)	24" RCP	LF	1,016	\$49.60		\$50,393.60
7)	30" RCP	LF	296	\$64.10		\$18,973.60
8)	36" RCP	LF	640	\$85.21		\$54,534.40
9)	42" RCP	LF	168	\$110.12		\$18,500.16
10)	48" RCP	LF	1,184	\$127.21		\$150,616.64
11)	54" RCP	LF	56	\$157.54		\$8,822.24
12)	60" RCP	LF	1,440	\$193.75		\$279,000.00
13)	15"x30" RCP	LF				
14)	30"x60" RCP	LF	24	\$219.10		\$5,258.40
15)	12" RCP Endwall (includes r/o rap)	EA	1	\$750.00		\$750.00
16)	16" RCP Endwall (includes r/o rap)	EA	4	\$1,147.12		\$4,588.40
17)	24" RCP Endwall (includes r/o rap)	EA	3	\$1,425.36		\$4,276.08
18)	36" RCP Endwall (includes r/o rap)	EA		\$1,087.00		\$0.00
20)	30" RCP Endwall (includes r/o rap)	EA		\$785.00		\$0.00
21)	42" RCP Endwall (includes r/o rap)	EA		\$1,124.21		\$0.00
22)	48" RCP Endwall (includes r/o rap)	EA				
22)	54" RCP Endwall (includes r/o rap)	EA				
23)	60" RCP Endwall (includes r/o rap)	EA	2	\$5,475.00		\$10,950.00
25)	Valley Gutter Inlet	EA	2	\$3,494.00		\$6,988.00
26)	ADS Yard Drain, or approved equivalent	EA	65	\$1,181.69		\$76,809.85
27)	Storm Manhole	EA	3	\$6,282.21		\$18,846.63
27)	Control Structure	EA	16	\$4,124.57		\$66,194.56
29)	Double Gate Control Structure	EA	1	\$6,541.23		\$6,541.23
29)	Triple Gate Control Structure	EA	1	\$6,243.56		\$6,243.56
31)	PDOT Type C/J	EA	8	\$5,248.65		\$41,989.20
30)	6" Underdrain	LF		\$18.50		\$0.00
31)	6" Underdrain Clean Out	EA		\$200.00		\$0.00
32)	PDOT Type 9	EA	11	\$1,954.21		\$43,496.31

From Wilson Utilities Bid Form
Including Materials



Bid Form
Neal Communities of Southwest Florida, LLC
Vicina

Drainage

Item	Description	Unit	Quantity (est.)	Unit Price	Sub-Total	Total
33)	FOOT Type C	EA	5	\$2,931.24		\$14,656.20
36)	Storm Sewer Testing (per City of Venice Standard Details)	LF				
		LF				
Drainage Phase 1 Total:						\$771,477.10
Add Alternatives						
A)	Rip Rap w/Gravel (assumed quantity for unit price)	SY	N/A			

*This item will only be utilized for rip rap installation directed by the Owner. Rip Rap shown on drainage structures shall be included in the contractor's bid for the respective structures.
**Underdrain extends subject to underdrain report per owner's Geotechnical Engineer and their underdrain recommendations.

From Wilson Utilities Bid Form
Including Materials



Bid Form
Neal Communities of Southwest Florida, LLC
Vincenzo

Potable Water

Item Description	Unit	Quantity (est.)	Unit Price	Total
Phase 1				
1) 8" PVC Water Main	LF	3,650	\$15.25	\$55,662.50
2) 8" Gate Valve (Per City of Venice Detail)	EA	8	\$1,571.61	\$12,572.88
3) 12" PVC Water Main	LF	460	\$29.62	\$13,625.20
4) 12" Gate Valve (Per City of Venice Detail)	EA	2	\$2,747.26	\$5,494.52
5) Single Water Service	EA	17	\$607.24	\$10,323.08
6) Double Water Service	EA	29	\$1,356.81	\$39,347.49
7) Potable Water Testing Per City of Venice Standards	LF	13,903	\$1.06	\$14,695.47
8) Fire Hydrant Assembly	EA	4	\$4,025.11	\$16,101.24
9) Potable Water Main Rillings - Total LF of the WM	LS	1	\$22,120.00	\$22,120.00
10) 2" Automatic Flushes (per City of Venice standards)	EA	1	\$11,712.98	\$11,712.98
10A AirV	EA		\$5,400.00	\$0.00
12) Jumper	EA	1	\$10,624.35	\$10,624.35
13) Connect to Main	LS	1	\$6,451.84	\$6,451.84
Potable Water Phase 1 Total:				\$218,732.55

From Wilson Utilities Bid Form
Including Materials



Bid Form
Neal Communities of Southwest Florida, LLC
Vicenza

Sanitary Sewer

Item	Description	Unit	Quantity (BID)	Unit Price	Total
Phase 1					
1)	8" PVC SDR-26 0'-6"	LF	770	\$15.44	\$11,888.80
2)	8" PVC SDR-26 6'-8"	LF	686	\$26.39	\$18,103.54
3)	8" PVC SDR-26 6'-10"	LF	1,064	\$49.76	\$52,965.92
4)	8" PVC SDR-26 10'-12"	LF	522	\$57.29	\$16,447.38
5)	8" PVC SDR-26 12'-14"	LF	238	\$70.81	\$16,852.78
6)	8" PVC SDR-26 14'-16"	LF		\$110.96	\$0.00
7)	8" PVC SDR-26 16'-18"	LF		\$106.21	\$0.00
8)	10" PVC SDR-26 14'-16"	LF		\$149.79	\$0.00
9)	Sanitary Manhole 0'-6"	EA	5	\$2,542.21	\$12,711.05
10)	Sanitary Manhole 6'-8"	EA	3	\$3,518.14	\$10,554.42
11)	Sanitary Manhole 8'-10"	EA	4	\$4,021.54	\$16,086.16
12)	Sanitary Manhole 10'-12"	EA	2	\$4,521.58	\$9,043.16
13)	Sanitary Manhole 12'-14"	EA	2	\$7,304.56	\$14,609.12
14)	Sanitary Manhole 14'-16"	EA		\$5,307.24	\$0.00
15)	Sanitary Manhole 16'-18"	EA		\$6,521.14	\$0.00
16)	Sanitary Manhole 18' to 22'	EA		\$6,852.00	\$0.00
17)	Sanitary Manhole Lined Drop 6'-8"	EA		\$8,412.23	\$0.00
18)	Sanitary Manhole Lined Drop 8'-10"	EA		\$8,722.00	\$0.00
19)	Sanitary Manhole Lined Drop 10'-12"	EA		\$13,944.65	\$0.00
20)	Sanitary Manhole Lined Drop 12'-14"	EA		\$10,877.84	\$0.00
21)	Sanitary Manhole Lined Drop 14'-16"	EA			\$0.00
22)	Sanitary Manhole Lined Drop 16'-18"	EA		\$10,877.84	\$0.00
23)	Single Sanitary Service	EA	7	\$655.95	\$4,591.65
24)	Double Sanitary Service	EA	29	\$1,349.14	\$39,125.06
25)	Sewer Main Testing per Sarasota County Standards	EA	3,080	\$4.22	\$12,976.60
26)	Utility Construction Permit Fee (Sarasota County) - BY OWNER	EA			\$0.00
27)	LRI Station	EA	1	\$166,072.25	\$166,072.25
28)	4" FM from LT	LF	1,222	\$14.39	\$17,685.31

From Wilson Utilities Bid Form
Including Materials



Bid Form
Neal Communities of Southwest Florida, LLC
Vicenza

Sanitary Sewer

Item Description	Unit	Quantity (qty.)	Unit Price	Total
29) 6" FM	LF	180	\$18.34	\$3,301.20
30) FM Directional	LF	160	\$115.21	\$18,433.60
31) FM Tie-In	LS	1	\$27,500.00	\$27,500.00
Sanitary Sewer Phase 1 Total:				\$497,165.00

From Wilson Utilities Bid Form
Including Materials



Bid Form
Neal Communities of Southwest Florida, LLC
Vicenza

General

Item Description	Unit	Quantity (est.)	Unit Price	Total
Phase 1				
1) Mobilization	LS	1	\$32,000.00	\$32,000.00
2) Construction Stakeout	LS			
3) As-Builts - Drainage, Utilities (SWFWMD, Sarasota County and City of Venice Standards)	LS			
General Phase 1 Total:				\$32,000.00

From Wilson Utilities Bid Form
Including Materials

Bid Submitted by: Mike Armstrong Landscaping Inc

These trees provided by the home builder - omit from this estimate

Cielo Common Area Plant & Sod Summary of Materials

1/15/2019

TREES	Botanical	Common	Cont	Cal	Size	Qty	Unit Cost	Total
CE8	Conocarpus erectus sericeus	Silver Button Wood	Cont/RPG	2"Cal	8' oa. shrub form	40	\$ 350.00	\$ 14,000.00
IC	Ilex cassine	Dahoon Holly	Cont/RPG	3"Cal	10' oah; full to the ground	20	\$ 650.00	\$ 13,000.00
IV	Ilex vomitoria 'Pendula'	Weeping Yaupon Holly	Cont/RPG	2"Cal	8' oah x 3-4' spr	18	\$ 425.00	\$ 7,650.00
IA-B	Ilex x attenuata 'Eagleston'	Eagleston Holly by Builder	Cont/RPG	3"Cal	3'-4' ct	77	\$ 650.00	\$ 50,050.00
JS-16	Juniperus silicicola	Southern Red Cedar	Cont/RPG		16' oah	8	\$ 790.00	\$ 6,320.00
JS-2	Juniperus silicicola	Southern Red Cedar	Cont/RPG	2"Cal	8' oah	30	\$ 375.00	\$ 11,250.00
JS-3	Juniperus silicicola	Southern Red Cedar	Cont/RPG	3"Cal	10' oah	137	\$ 600.00	\$ 82,200.00
LJ	Ligustrum japonicum	Tree Ligustrum	B & B		8' oa, Tree Form	9	\$ 450.00	\$ 4,050.00
MAG	Magnolia grandiflora 'D.D. Blanchard'	Southern Magnolia	Cont/RPG	3"Cal	10-12', oah	3	\$ 695.00	\$ 2,085.00
MC2	Myrica cerifera	Wax Myrtle	B & B	2"Cal	8'x5' spr	51	\$ 240.00	\$ 12,240.00
REC	Phoenix reclinata	Reclinata Specimen	B & B	18-20' oah; 3 stems matched		1	\$ 2,850.00	\$ 2,850.00
SYL	Phoenix sylvestris	Sylvester Palm	B & B		12' ct	3	\$ 3,350.00	\$ 10,050.00
PE-2	Pinus ellioti	Slash Pine	Cont/RPG	2"Cal	8' oah	18	\$ 200.00	\$ 3,600.00
PE-3	Pinus ellioti	Slash Pine	Cont/RPG	3"Cal	12' oah	181	\$ 350.00	\$ 63,350.00
QV-2	Quercus virginiana	Southern Live Oak	Cont/RPG	2"Cal	10' oah	93	\$ 375.00	\$ 34,875.00
QV-3	Quercus virginiana	Southern Live Oak	Cont/RPG	3"Cal	10-12', oah	93	\$ 650.00	\$ 60,450.00
SP	Sabal palmetto	Cabbage Palmetto	B & B		10'-14' ct, stg hts	65	\$ 250.00	\$ 16,250.00
SHRUBS								
CM	Carissa macrocarpa	Natal Plum Emerald Blanket	3 gal		12" x 18-24" spr	255	\$ 12.00	\$ 3,060.00
CH	Chamaerops humilis	Mediterranean Fan Palm	15 gal		36" oa	12	\$ 200.00	\$ 2,400.00
CRO	Codiaeum variegatum 'Mammey'	Mammey Croton	3 gal			43	\$ 10.00	\$ 430.00
DE	Duranta erecta 'Gold Mound'	Gold Mound Duranta	3 gal			40	\$ 10.00	\$ 400.00
MYR3	Myrica cerifera	Wax Myrtle	3 gal			155	\$ 10.00	\$ 1,550.00
MYR	Myrica cerifera	Wax Myrtle	30 gal	Full	6' oah	42	\$ 200.00	\$ 8,400.00
PM	Podocarpus macrophyllus 'Pringles'	Dwarf Podocarpus	7 gal	rim to 24" high		31	\$ 55.00	\$ 1,705.00
SAV	Schefflera arboricola 'Variegata'	Dwarf Variegated Schefflera	3 gal			32	\$ 10.00	\$ 320.00
SR	Serenoa repens	Saw Palmetto	7 gal			83	\$ 75.00	\$ 6,225.00
VOB	Viburnum obovatum	Walter's Viburnum	3 gal			362	\$ 10.00	\$ 3,620.00
VO3	Viburnum odoratissimum	Sweet Viburnum	3 gal			313	\$ 10.00	\$ 3,130.00
VO-6	Viburnum odoratissimum	Sweet Viburnum	Container		5-6' oah	10	\$ 150.00	\$ 1,500.00

GROUND COVERS

MC	Muhlenbergia capillaris	Pink Muhly	3 gal	412	\$	10.00	\$	4,120.00
SAN	Seasonal Annuals	Seasonal Annuals	1 gal	377	\$	5.00	\$	1,885.00
TD	Tripsacum dactyloides	Fakahatchee Grass	3 gal	506	\$	10.00	\$	5,060.00
TF	Tripsacum floridanum	Dwarf Fakahatchee	3 gal	933	\$	10.00	\$	9,330.00

MISC

Cocoa Brown Greade B Mulch 3" Deep in All Beds	Cyds	712	\$	55.00	\$	39,160.00
Command 3" Deep In Entrance Beds	Cyds	47	\$	65.00	\$	3,055.00
Crushed Shell 3' Deep over Filter Cloth	Cyds	6	\$	150.00	\$	900.00

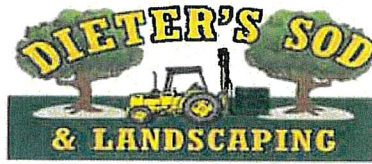
SOD

Argentine Bahia Sod	SF	152,000.00	\$		\$	
Floratan St Augustine Grass Sod	SF	98,400.00	\$		\$	
Total						\$490,520.00

NOTES:

* Sod to be done by others and is not included in bid price.

\$440,470



2315 ZIPPERER ROAD
BRADENTON, FLORIDA 34212

www.dieterssod.com

PHONE: 941.745.2334
FAX: 941.746.7237

February 1, 2019

To: Larry Washmuth, PLA ASLA
Stewart – Washmuth & Company, Inc
Landscape Architects 6637 Deering Circle
Sarasota, FL 34240

Neal Communities
5800 Lakewood Ranch Blvd
Sarasota, FL 34240

SEE PAGE 2



2315 ZIPPERER ROAD
BRADENTON, FLORIDA 34212

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PHONE: 941.745.2334
FAX: 941.746.7237

Cielo Common Area Plant & Sod Summary of Materials

11/15/2019

TREES	Botanical	Common	Cont	Cal	Size	Quantity	Unit Cost	Total
CE8	Conocarpus erectus sericeus	Silver Button Wood	Container or RPG	2"Cal	8' oa. shrub form	40	\$	\$
IC	Ilex cassine	Dahoon Holly	Container or RPG	3"Cal	10' oah; full to the ground	20	\$	\$
IV	Ilex vomitoria 'Pendula'	Weeping Yaupon Holly	Container or RPG	2"Cal	8' oah x 3-4' spr	18	\$	\$
IA-B	Ilex x attenuata 'Eagleston'	Eagleston Holly by Builder	Container or RPG	3"Cal	3'-4' ct	77	\$	\$
JS-16	Juniperus silicicola	Southern Red Cedar	Container or RPG	2"Cal	16' oah	8	\$	\$
JS-2	Juniperus silicicola	Southern Red Cedar	Container or RPG	2"Cal	8' oah	30	\$	\$
JS-3	Juniperus silicicola	Southern Red Cedar	Container or RPG	3"Cal	10' oah	137	\$	\$
LJ	Ligustrum japonicum	Tree Ligustrum	B & B		8' oa. Tree Form	9	\$	\$
MAG	Magnolia grandiflora 'D.D. Blanchard' TM	Southern Magnolia	Container or RPG	3"Cal	10-12' oah	3	\$	\$
MC2	Myrica cerifera	Wax Myrtle	B & B	2"Cal	8 x5' spr	51	\$	\$
REC	Phoenix reclinata	Reclinata Specimen	B & B		18-20' oah; 3 stems matched	1	\$	\$
SYL	Phoenix sylvestris	Sylvester Palm	B & B		12' ct	3	\$	\$
PE-2	Pinus ellioti	Slash Pine	Container or RPG	2"Cal	8' oah	18	\$	\$
PE-3	Pinus ellioti	Slash Pine	Container or RPG	3"Cal	12' oah	181	\$	\$
QV-2	Quercus virginiana	Southern Live Oak	Container or RPG	2"Cal	10' oah	93	\$	\$
QV-3	Quercus virginiana	Southern Live Oak	Container or RPG	3"Cal	10-12' oah	93	\$	\$
SP	Sabal palmetto	Cabbage Palmetto	B & B		10'-14' ct. stg hts	65	\$	\$
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CH	Chamaecyparis humilis	Mediterranean Fan Palm	15 gal		36' oa	12	\$	\$
CRO	Codiaeum variegatum 'Mammey'	Mammey Croton	3 gal			43	\$	\$
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VO-G	Viburnum odoratissimum	Sweet Viburnum	Container		5-6' oah	10	\$	\$
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SAN	Seasonal Annuals	Seasonal Annuals	1 gal			377	\$	\$
TD	Tripsacum dactyloides	Fakahatchee Grass	3 gal			506	\$	\$
TF	Tripsacum floridanum	Dwarf Fakahatchee	3 gal			933	\$	\$
MISC								
Cocoa Brown Grade 8 Mulch 3" Deep In All Beds					Cyds	712	\$	\$
Command 3" Deep In Entrance Beds					Cyds	47	\$	\$
Crushed Shell 3" Deep over Filter Cloth					Cyds	6	\$	\$
SOD								
Argentine Bahia Sod					SF	152,000.00	\$	0.175 \$ 26,600.00
Floritam St Augustine Grass Sod					SF	98,400.00	\$	0.325 \$ 31,980.00
Total							\$ 58,580.00	